



## Idently Warranty Policy

Version 1.0, 28<sup>th</sup> April, 2021

**IMPORTANT NOTICE:** YOU MUST READ THE IDENTLY CERTIFICATION PRACTICE STATEMENT (HEREINAFTER, THE “CPS”) BEFORE APPLYING FOR A CERTIFICATE:

<http://www.idently.com/repository/>. THIS IDENTLY WARRANTY POLICY (THE “WARRANTY POLICY”) DOES NOT REPLACE OR SUPERSEDE, IN WHOLE OR IN PART, THE CPS, WHICH ULTIMATELY GOVERNS THE PROVISION OF CERTIFICATION AUTHORITY SERVICES BY IDENTLY.

This Warranty Policy is effective for Certificates issued on or after Sept 28, 2021 and is subject to the terms and conditions outlined herein.

### 1. Definitions

The following definitions are used in this Warranty Policy.

**Applicant:** The natural person or Legal Entity that applies for (or seeks renewal of) a Certificate. Once the Certificate is issued, the Legal Entity is referred to as the Subscriber. For Certificates issued to devices, the Applicant is the entity that controls or operates the device named in the Certificate, even if the device is sending the actual Certificate request.

**Beneficiary:** A Subscriber. For purposes of this Warranty Policy, the Beneficiary must have been issued one of the Certificate products shown in section 2.2 below.

**Certificate:** An electronic document that uses a digital signature to bind a public key and an identity.

**Certification Authority (CA):** An organization that is responsible for the creation, issuance, revocation, and management of Certificates.

**CPS:** Idently’s Certification Practice Statement available at <https://www.idently.com/repository/>, as may be updated from time to time.

**Legal Entity:** An association, corporation, partnership, proprietorship, trust, government entity or other entity with legal standing in a country’s legal system.

**Local Registration Authority (LRA):** An entity appointed (other than Idently) that is responsible for identifying and authenticating Applicants and Subscribers who request Certificates. The LRA does not issue Certificates. It merely requests the issuance of Certificates on behalf of an Applicant or Subscriber whose identity it has verified.

**Registration Authority (RA):** Any Legal Entity that is responsible for identification and authentication of Subjects of Certificates, but is not a CA, and hence does not sign or issue Certificates. An RA may assist in the Certificate application process or revocation process or both.

When “RA” is used as an adjective to describe a role or function, it does not necessarily imply a separate body, but can be part of the CA.

**Relying Party:** Any natural person or Legal Entity that relies on a Valid Certificate.

**Subject:** The natural person, device, or Legal Entity identified in a Certificate as the Subject. The Subject is either the Subscriber or a device under the control and operation of the Subscriber.

**Subscriber:** A natural person or Legal Entity to whom a Certificate is issued and who is legally bound by a Subscriber Agreement or other terms of use.

**Subscriber Agreement:** An agreement between the CA and the Applicant/Subscriber that specifies the rights and responsibilities of the parties.

**Valid:** A Certificate for which Idently has been paid and has not expired, been revoked or suspended.

**Warranty Period:** The period of time when the Certificate is Valid.

## 2. Scope of this Warranty Policy

### 2.1 Beneficiaries

This Warranty Policy applies to Subscribers and addresses certain risks associated with the use of Certificates.

### 2.2 Certificates Covered

This Warranty Policy covers only the following Idently Certificate products. In the event the scope of coverage is changed or updated, Idently shall notify Beneficiaries by posting an updated version of this Warranty Policy on its website or by using an alternative method of notification.

- Personal
- Professional
- Organization
- Document Signing for AATL
- PDF Signing for Adobe CDS
- Timestamping

### 2.3 Certificates Not Covered

This Warranty Policy does not cover the following:

- any certificate products not specifically identified in section 2.2 above;
- any free or test Certificates that Idently might make available for purposes that include but are not limited to demonstration, education or testing.

### 2.4 Authorized parties

The Warranty Policy extends only to parties that purchase products or services directly from Idently or through its authorized partners.

### **2.5 Unauthorized Products**

Idently is not liable for and does not extend this Warranty Policy to parties that make use of unauthorized products that might bear the name of Idently.

### **2.6 Third party beneficiary rights**

This Warranty Policy is not intended to create any third party beneficiary rights for any person other than the parties identified as Beneficiaries in Section 1 above.

### **2.7 Closed User Group**

This Warranty Policy does not apply to users of products or services purchased or otherwise made available for usage within a closed user group.

## **3. Scope of Coverage**

The Warranty Policy offers protection against the risks associated with using a Certificate as provided in sections 3.1, 3.2 and 3.3 below:

### **3.1 Errors in the identification**

This Warranty Policy covers any loss caused by an error in the identification process for failure of any authorized personnel of any Idently RA or Idently LRA including administrators, employees and trainees, to use reasonable care in following the identification procedures under the CPS.

### **3.2 Loss of documents**

This Warranty Policy covers the risk of loss of documents related to the identification process that an Applicant may submit to Idently to establish the Applicant's identity.

### **3.3 Intentional or accidental errors**

This Warranty Policy warrants against intentional or accidental errors introduced into a Certificate by any personnel of a Idently RA or a Idently LRA due to failure to use reasonable care as required under the CPS.

## **4. Exceptions**

The warranties set forth above do not apply if the breach is due to or arises, in whole or in part, from any of the following:

### **4.1 Request for revocation**

Failure or unreasonable delay of the Beneficiary to make a request for revocation of a Certificate when required.

### **4.2 Due diligence**

Failure of the Beneficiary to exercise due diligence to prevent compromise or loss of the Subscriber's private key.

### **4.3 Material obligations of the Subscriber Agreement or CPS**

Failure of the Beneficiary to comply with the obligations under the Subscriber Agreement, CPS, or other agreement with Idently.

### **4.4 Reasonable security measures**

Any failure of the Beneficiary to apply reasonable security measures prior to and during the creation, transmission or further processing of encrypted messages for purposes of sharing confidential or secret data.

### **4.5 Illegal acts**

Illegal acts by the Beneficiary.

### **4.6 Misuse of services**

Damages caused by or misuse of the Internet or telecommunication services by the Beneficiary, including usage or reproduction of computer viruses.

### **4.7 Unreasonable reliance**

The Beneficiary's unreasonable or unjustified reliance upon information contained within a Certificate in light of what the Beneficiary knows or should have known, or based on the Beneficiary's course of dealings and customs of trade.

### **4.8 Third party failure**

Failure of any communication or other services or equipment not under the exclusive control or ownership of Idently.

## **5. Warranty Claim**

### **5.1 General**

Idently shall have no obligation to make any payment unless the Beneficiary submits a payment request as described below.

### **5.2 Time limit**

All claims must be submitted in writing to Idently within fifteen (15) days from the discovery of the error or damages.

### **5.3 Warranty period**

The coverage for the documented claims must be submitted to Idently during the Warranty Period.

## **6. Payment Requests**

### **6.1 Incidental or consequential damages**

The Warranty Policy will cover any actual damages caused by a breach of the warranties set out in section 3, subject to the limits in section 7.

### **6.2 Procedure**

A Beneficiary must:

- send a written request for payment using a digitally signed electronic message, registered mail or courier service, including the Beneficiary's name, address, phone number and email address; Certificate serial number; product name; Certificate effective date; date of loss; and brief description of the incident;
- Cooperate fully with Idently to establish the facts substantiating the claim and the parties involved; and
- Subrogate to Idently any and all claims it may have against third parties for damages that may eventually result in reimbursing Idently for payments made to the Beneficiary, up to the amount paid by Idently.

**6.3 Denial of claim**

A warranty claim may be denied by Idently due to the Beneficiary's delay in informing Idently of the damages or failure to follow the required claim procedure.

**7. Maximum Warranty**

**7.1 Warranty limits**

The Warranty Policy sets limits on the maximum amount Idently will pay to a Beneficiary even if actual damages exceed such amount. These limits are determined according to the Certificate product as set forth in the table below:

<b>Certificate Product</b>	<b>Maximum Warranty Limit</b>
Personal certificate	2,500 USD
Professional certificate	2,500 USD
DomainSSL certificate	10,000 USD
Organization certificate	1,000,000 USD
PDF Signing for Adobe CDS certificate	5,000 USD
Document Signing for AATL certificate (Adobe Approved Trust List)	2,500 USD
Timestamping certificate	2,500 USD

**7.2 Apportionment of claims**

Damages exceeding the maximum warranty limit above for any given Certificate shall be apportioned first to the earliest claims to achieve final resolution.

Idently shall not pay more than the maximum warranty limit for each Certificate, regardless of the method of apportionment among claimants, or number of digital signatures, transactions, or claims related to a Certificate.

**8. Maximum Limits**

**8.1 Total amount for warranty exhausted**

When the maximum limit allocated for warranty payments is exhausted, Idently shall have no further obligation to refund any Beneficiary, unless required otherwise by applicable law.

**8.2 New certificates**

New Certificates issued to old users and renewed Certificates have a new Warranty Period valid as explained under section 6.

**9. Single Payment**

Certificates issued as a result of error and/or impersonation are deemed to constitute a single breach regardless of how many Relying Parties rely on that Certificate.

### 10. Miscellaneous

#### 10.1 Acts by Beneficiary

Liability caused in part or in whole by a fault of the Beneficiary as a result of his/her own breach of a warranty or obligation stated in the CPS, subscriber agreement or any other agreement with Idently voids all claims under this Warranty Policy.

#### 10.2 Updates and Amendments

This Warranty Policy as well as other agreements and policy statements related to the provision of Idently's certification services may be updated from time to time. A Beneficiary is responsible to monitor changes and obtain the latest version of this and other agreements and policy statements that apply to the Beneficiary's use of a Certificate or Idently services. Agreements and policy statements become valid upon publication and remain valid throughout the period they remain posted in the Idently repository until such time as they are replaced or terminated.

#### 10.3 Force majeure

A force majeure event under this Warranty Policy and/or the CPS voids any rights of the Beneficiary under from this Warranty Policy.

#### 10.4 Conflict of Provisions

In case of a conflict between this Warranty Policy and the CPS, the CPS shall prevail except in the case of the Maximum Warranty Limits set forth above.

#### 10.5 Severability

If any provision of this Warranty Policy, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Warranty Policy (and the application of the invalid or unenforceable provision to other persons or circumstances) shall be interpreted so that it reasonably effects the intent of its parties.

Each provisions of this Warranty Policy that provides for a limitation of liability, disclaimer of or limitation upon any warranties or other obligations, or exclusion of damages is intended to be severable and independent of any other provision and is to be enforced as such.

#### 10.6 Governing law

10.6.1 This Agreement shall be governed by, construed under and interpreted in accordance with the laws of Kenya without regard to its conflict of law provisions. Venue shall be in the courts of Kenya.

#### 10.7 Statutory rights

This Warranty Policy does not affect any statutory rights of the Subscriber arising from European or national legislation, including consumer laws and data protection laws.